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UNITED STATES OF AMERICA,

Plaintiff,

v.

CTS PRINTEX, INC. and ADN
CORPORATION,

Defendants.

Civil Action No.
No. C-92-20665-JW

CONSENT DECREE

DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D.C. 20530

MAY 18 1994

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I. BACKGROUND

WHEREAS, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), against CTS Printex, Inc. and ADN Corporation;

WHEREAS, the United States in its complaint seeks reimbursement of response costs incurred and to be incurred by EPA for response actions in connection with the CTS Printex Superfund Site in Mountain View, California;

WHEREAS, the United States alleges that during the time that defendants owned and operated the Site, hazardous substances, as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), were disposed of and released from or at the Site, and that the release or threatened release of hazardous substances at or from the Site has caused the United States to incur response costs not inconsistent with the National Contingency Plan and such costs will continue to be incurred;

WHEREAS, the United States and the Settling defendants agree and this Court, by entering this Decree, finds that settlement of this matter will avoid prolonged and complicated litigation and that this Consent Decree is fair, reasonable, and in the public interest;

THEREFORE, with the consent of the parties to this Decree,
it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree. Until this Consent Decree is terminated, each Settling Defendant agrees to provide its successors and assigns written notice of this Consent Decree and to provide to EPA, in accordance with Section X of this Decree, notice of any change in corporate or legal status or transfer or assignment of a substantial portion of its assets. Nothing in this Consent Decree is intended or shall be construed as an admission of

Consent Decree
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1 liability or proportionate share of liability in relation to any
2 release of hazardous substance at the Site, or in relation to any
3 response costs incurred by any person in connection with the
4 Site.

5 IV. DEFINITIONS

6 3. Unless otherwise expressly provided herein, terms used
7 in this Consent Decree which are defined in CERCLA or in
8 regulations promulgated under CERCLA shall have the meaning
9 assigned to them in CERCLA or in such regulations. Whenever
10 terms listed below are used in this Consent Decree or in any
11 appendix attached hereto the following definitions shall apply:

12 a. "CERCLA" shall mean the Comprehensive Environmental
13 Response, Compensation, and Liability Act of 1980, as amended, 42
14 U.S.C. §§ 9601 et seq.

15 b. "Consent Decree" shall mean this Consent Decree.

16 c. "Day" shall mean a calendar day. In computing any
17 period of time under this Consent Decree, where the last day
18 would fall on a Saturday, Sunday, or Federal Holiday, the period
19 shall run until the close of business of the next working day.

20 d. "EPA" shall mean the United States Environmental
21 Protection Agency and any successor departments or agencies of
22 the United States.

23 e. "Interest" shall mean interest at the rate specified for
24 interest on investments of the Hazardous Substance Superfund
25 established under subchapter A of chapter 98 of Title 26 of the
26 U.S. Code, in accordance with 42 U.S.C. § 9607(a). In

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1 calculating the Interest EPA may compound interest on a daily,
2 monthly or annual basis at its option.

3 f. "National Contingency Plan" shall mean the National Oil
4 and Hazardous Substances Pollution Contingency Plan promulgated
5 pursuant to Section 105 of CERCLA 42 U.S.C. § 9605, codified at
6 40 C.F.R. Part 300, including but not limited to any amendments
7 thereto.

8 g. "Oversight Costs" shall mean all costs, including but
9 not limited to direct and indirect costs, that EPA and the U.S.
10 Department of Justice on behalf of EPA in fact incur in
11 connection with the Site for reviewing or developing plans,
12 reports and other items in connection with the Site, overseeing
13 remedial design or remedial actions undertaken by persons other
14 than EPA at the Site, or implementing, overseeing, or enforcing
15 this Consent Decree or other enforcement related costs, including
16 but not limited to payroll costs, contractor costs, travel costs,
17 laboratory costs, costs of attorney time, costs of obtaining
18 access to the Site including any just compensation, and any
19 payments to the State through a cooperative agreement; provided
20 that oversight costs shall be limited to those costs incurred by
21 EPA after July 31, 1991, and to those costs incurred by the
22 Department of Justice after the effective date of this Consent
23 Decree. The indirect cost allocation method in effect after the
24 effective date of EPA's proposed Cost Recovery Rule (57 Fed. Reg.
25 -34742-34755, August 6, 1992), or of any other cost recovery rule
26 that significantly increases the indirect costs charged by EPA,

1 will not be applied retroactively to indirect costs incurred
2 prior to the effective date of any such rule.

3 h. "Paragraph" shall mean a portion of this Consent Decree
4 identified by an arabic numeral or an upper case letter.

5 i. "Parties" shall mean the United States and each and
6 every Settling Defendant.

7 j. "Past Response Costs" shall mean all costs, including
8 but not limited to direct and indirect costs, that EPA and the
9 U.S. Department of Justice on behalf of EPA have incurred in
10 connection with the Site through July 31, 1991, including any
11 costs reimbursed to the State through a cooperative agreement for
12 the Site, plus all direct and indirect costs incurred by the U.S.
13 Department of Justice through the effective date of this Decree.

14 k. "Record of Decision" or "ROD" shall mean the record of
15 decision relating to the Site signed on June 28, 1991 by the
16 Regional Administrator, EPA Region IX, and all attachments
17 thereto.

18 l. "Section" shall mean a portion of this Consent Decree
19 identified by a roman numeral.

20 m. "Settling Defendants" shall mean CTS Printex, Inc. and
21 ADN Corporation.

22 n. "Site" shall mean the facility known as the CTS Printex
23 Superfund Site, located between Plymouth and Colony Streets east
24 of Sierra Vista Avenue at 1904, 1940 and 1950 Colony Street and
25 at 1905, 1911, 1921 and 1931 Plymouth Street in Mountain View,
26 California.

1 o. "State" shall mean the State of California and shall
2 include, without limitation, the California State Water Resources
3 Control Board and any Regional Water Quality Control Board with
4 jurisdiction over the Site.

5 p. "United States" shall mean the U.S. Environmental
6 Protection Agency (EPA) and the U.S. Department of Justice acting
7 on behalf of the EPA.

8 V. REIMBURSEMENT OF RESPONSE COSTS

9 4. Payment of Past Response Costs to the United States.

10 a. The United States has alleged and the parties
11 agree that all Past Response Costs are not inconsistent with the
12 National Contingency Plan. The parties agree that the response
13 action for the Site identified in the Record of Decision is not
14 inconsistent with the National Contingency Plan.

15 b. Within 30 days of entry of this Consent Decree,
16 the Settling Defendants shall pay to the United States \$172,500
17 in settlement of all claims for relief in the Complaint in this
18 matter for Past Response Costs by Electronic Funds Transfer
19 ("EFT" or wire transfer) to the U.S. Department of Justice
20 lockbox bank, referencing the CERCLA Number 9 H5 and the U.S.A.O.
21 file number. Payment shall be made in accordance with
22 instructions provided by the Plaintiff to the Settling Defendants
23 upon execution of the Consent Decree. EFTs must be received at
24 the U.S. D.O.J. lockbox bank by 11:00 A.M. (Eastern Time) in
25 order to be credited on that day.

1 5. Payment of Oversight Costs.

2 a. Consistent with the provisions of this Paragraph 5,
3 Settling Defendants shall reimburse the United States for all
4 Oversight Costs incurred by the United States not inconsistent
5 with the National Contingency Plan. Defendants shall be jointly
6 and severally liable for such Oversight Costs.

7 b. Payment. The United States will send Settling
8 Defendants a bill requiring payment that includes a standard
9 Regionally-prepared cost summary, which includes direct and
10 indirect costs incurred by EPA. Except as provided in
11 Paragraph 6, Settling Defendants shall make all payments within
12 30 days of Settling Defendants' receipt of each bill requiring
13 payment. The Settling Defendants shall make all payments
14 required by this Paragraph in the form of a certified check or
15 checks made payable to "EPA Hazardous Substance Superfund" and
16 referencing CERCLA Number 9 H5 and DOJ Case Number 90-11-2-849.
17 The Settling Defendants shall forward the certified check(s) to
18 EPA Region IX, ATTN: Superfund Accounting, P.O. Box 360863M,
19 Pittsburgh, PA 15251, and shall send copies of the check(s) to
20 the United States as specified in Section XIII and Gregory
21 Pennington, Mail Code H-7-4, U.S. Environmental Protection
22 Agency, Region IX, 75 Hawthorne Street San Francisco, CA 94105.
23 At the request of any Settling Defendant, EPA agrees to send
24 copies of each bill, concurrently with those sent to the Settling
25 Defendants, to an additional recipient identified by that
26 Settling Defendant.

1 6. Dispute Resolution for Oversight Costs.

2 a. The dispute resolution procedures set forth in this
3 Paragraph shall be the exclusive mechanism for resolving disputes
4 regarding the Settling Defendants' obligation to reimburse the
5 United States for its Oversight Costs.

6 b. Standard. A Settling Defendant may contest payment
7 of any Oversight Costs billed by the United States on the basis
8 that the United States made an accounting error, that costs are
9 not Oversight Costs or that costs are inconsistent with the NCP.

10 c. Dispute Resolution Procedure for Costs.

11 (1) Notice. Any objection to the payment of the
12 United States' Oversight Costs shall be made in writing within 30
13 days of receipt of the bill and must be sent to the United States
14 in accordance with Section X. Any such objection (hereinafter
15 referred to as the "Notice of Objection") shall specifically
16 identify the contested Oversight Costs and the basis for
17 objection.

18 (2) Payment of Undisputed Amounts. In the event of an
19 objection to some but not all Oversight Costs, the Settling
20 Defendants shall within the 30 day period pay all uncontested
21 Oversight Costs to the United States in the manner described in
22 Paragraph 5.

23 (3) Informal Dispute Resolution. Any dispute with
24 respect to Oversight Costs shall in the first instance be the
25 subject of informal negotiations between the United States and
26 the Settling Defendants. If the dispute is not resolved by

1 informal dispute resolution within 14 days, or such other time as
2 agreed by the parties, EPA shall set forth its position in
3 writing and send it to the objecting party. EPA's position shall
4 be binding unless Formal Dispute Resolution is invoked by the
5 objecting party within 30 days of receipt of the written
6 position. Upon request by any Settling Defendant, EPA shall
7 within 20 days provide Settling Defendants with all additional
8 documentation directly related to the disputed Oversight Costs,
9 subject to the limitations of the Freedom of Information Act and
10 the Privacy Act. If EPA fails to provide the requested
11 information within 20 days, all deadlines relating to the
12 disputed costs shall be extended by the added time EPA takes to
13 provide the information.

14 (4) Formal Dispute Resolution.

15 (a) Initiation. Any party may commence formal
16 dispute resolution by sending a Notice of Formal Dispute
17 Resolution to the other party to the dispute. The Notice of
18 Formal Dispute Resolution shall be accompanied by a written
19 Statement of Position by the party who serves the Notice, stating
20 the basis of that party's position and citing all factual data,
21 analysis, opinion or other material on which that party relies to
22 support its position. The opposing party shall have 30 days in
23 which to serve a Response setting forth the same information
24 supporting its position.

25 (b) Administrative Record and Decision. EPA
26 shall maintain an administrative record of any dispute as to

1 Oversight Costs for which formal dispute resolution has been
2 initiated. The administrative record shall include the disputed
3 bill and cost summary sent by EPA to the Settling Defendants, the
4 Notice of Objection served by the objecting party, the Notice of
5 Formal Dispute Resolution and accompanying Statement of Position,
6 the opposing party's Response, and any other documents or
7 information sent to EPA by a Settling Defendant for inclusion in
8 the record or relied on by EPA in reaching an administrative
9 resolution of the dispute. The Director of the Waste Management
10 Division, EPA Region IX, will issue a final administrative
11 decision determining whether the disputed Oversight Costs, or any
12 part of them, shall be disallowed as inconsistent with the NCP or
13 as the result of an accounting error.

14 (c) Judicial Appeal. EPA's final administrative
15 decision shall be binding unless the Settling Defendant appeals
16 EPA's administrative decision pursuant to the preceding
17 subparagraph to this Court within 30 days of receipt of EPA's
18 decision. The appeal shall be by means of a motion before this
19 Court and shall set forth with particularity the basis for the
20 relief requested. The Court's review of EPA's decision shall be
21 limited to EPA's administrative record. Applicable principles of
22 administrative law shall govern whether any supplemental
23 materials may be considered by the Court. The Court shall uphold
24 EPA's decision unless it is arbitrary and capricious, an abuse of
25 discretion, or otherwise not in accordance with law.

1 d. Payment Following Dispute Resolution. Payments
2 determined to be owing to the United States following dispute
3 resolution shall be paid to the United States in the manner
4 described in Paragraph 5, within 30 days after receipt of the
5 Court's decision or, if the decision is not timely appealed,
6 within 30 days of EPA's decision.

7 **VI. FAILURE TO MAKE TIMELY PAYMENTS**

8 7. Interest on Late Payments. In the event that any
9 payments required by Section V are not made when due, Interest
10 (as provided for in Paragraph 4) shall accrue on the unpaid
11 balance from the due date.

12 8. If the United States must bring an action to collect any
13 payment required by this consent decree, the Settling Defendants
14 shall reimburse the United States for all costs of such action,
15 including but not limited to costs of attorney time.

16 9. Payments made under Paragraphs 7-8 shall be in addition
17 to any other remedies or sanctions, if any, available to
18 Plaintiffs by virtue of Settling Defendants' failure to make
19 timely payments required by this Decree.

20 10. The obligations of the Settling Defendants to pay
21 amounts owed the United States under this Consent Decree are
22 joint and several. In the event of the failure of any one or
23 more Settling Defendants to make the payments required under this
24 Consent Decree, the remaining defendant shall be responsible for
25 such payments.

1 **VII. COVENANT NOT TO SUE BY PLAINTIFF**

2 11. Covenant Not to Sue. Except as specifically provided
3 in Paragraph 12, the United States covenants not to sue Settling
4 Defendants with respect to any claims for relief or causes of
5 action set forth in the Complaint in this matter for Past
6 Response Costs and Oversight Costs as defined under this Consent
7 Decree. This covenant not to sue extends only to the Settling
8 Defendants and does not extend to any other person. With respect
9 to Past Response Costs, this covenant not to sue shall take
10 effect upon receipt by the United States of the payment of
11 \$172,500 pursuant to Sections V and VI of this Consent Decree.
12 With respect to Oversight Costs, this covenant not to sue shall
13 apply to particular Oversight Costs billed upon receipt by the
14 United States of the payments for such bill as required by
15 Sections V and VI of this Consent Decree.

16 12. Reservation of Rights

17 a. General. The covenant not to sue set forth in the
18 preceding paragraph does not pertain to any matters other than
19 those expressly specified therein. The United States reserves,
20 and this Consent Decree is without prejudice to, all rights
21 against Settling Defendants with respect to all other matters.
22 Except as provided in the preceding paragraph, nothing contained
23 herein shall in any way limit or restrict the response and
24 enforcement authority of the United States to initiate
25 appropriate action, either judicial or administrative, under
26 Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606,

1 and 9607, or any other provision of law, against Settling
2 Defendants or against any other person or entity not a party to
3 this Decree.

4 b. Specific reservations. The covenant not to sue set
5 forth in Paragraph 10 above does not apply, inter alia, to the
6 following:

7 (1) claims based upon failure of Settling Defendants
8 to meet the requirements of this Consent Decree;

9 (2) claims for damages to natural resources, as
10 defined in Section 101(6) of CERCLA, 42 U.S.C.

11 § 9601(6);

12 (3) claims for costs incurred by any natural resources
13 trustees;

14 (4) claims based upon criminal liability;

15 (5) claims for response costs incurred by any federal
16 agencies other than those specified within the
17 definition of "United States" in this Consent Decree;

18 (6) claims for injunctive relief or administrative
19 order enforcement under Section 106 of CERCLA;

20 (7) claims for costs incurred or to be incurred by the
21 United States in connection with the Site that are not
22 within the definition of Past Response Costs or
23 Oversight Costs set forth in Paragraph 3.

24 **VIII. COVENANTS BY SETTLING DEFENDANTS**

25 13. Settling Defendants hereby covenant not to sue and
26 agree not to assert any claims or causes of action against the

1 United States with respect to Past Response Costs or Oversight
2 Costs, including, but not limited to, any direct or indirect
3 claim for reimbursement from the Hazardous Substance Superfund
4 (established pursuant to the Internal Revenue Code, 26 U.S.C.
5 § 9507) through CERCLA Sections 106(b)(2), 111, 112, or 113, or
6 any other provision of law, or any claim against the United
7 States, including any department, agency, or instrumentality of
8 the United States pursuant to CERCLA Sections 107 and 113 related
9 to the Past Response Costs or Oversight Costs, except as provided
10 in Paragraph 6. Nothing in this Consent Decree shall be deemed
11 to constitute preauthorization of a claim within the meaning of
12 Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. §
13 300.700(d).

14 **IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

15 14. Nothing in this Consent Decree shall be construed to
16 create any rights in, or grant any cause of action to, any person
17 not a party to this Consent Decree. Each of the Parties
18 expressly reserves any and all rights (including, but not limited
19 to, any right to contribution), defenses, claims, demands, and
20 causes of action which each party may have with respect to any
21 matter, transaction, or occurrence relating in any way to the
22 Site against any person not a party hereto.

23 15. With regard to claims for contribution against Settling
24 Defendants for matters addressed in this Consent Decree, the
25 Parties hereto agree that the Settling Defendants are entitled to

1 such protection from contribution actions or claims as is
2 provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

3 16. Settling Defendants agree that with respect to any suit
4 or claim for contribution brought by them for matters related to
5 this Consent Decree they will notify the United States in writing
6 no later than 60 days prior to the initiation of such suit or
7 claim. Settling Defendants also agree that with respect to any
8 suit or claim for contribution brought against them for matters
9 related to this Consent Decree they will notify in writing the
10 United States within 30 days of service of the complaint on them.
11 In addition, Settling Defendants shall notify the United States
12 within 10 days of service or receipt of any Motion for Summary
13 Judgment and within 10 days of receipt of any order from a court
14 setting a case for trial for matters related to this Consent
15 Decree.

16 17. In any subsequent administrative or judicial proceeding
17 initiated by the United States for injunctive relief, recovery of
18 response costs, or other appropriate relief relating to the Site,
19 Settling Defendants shall not assert, and may not maintain, any
20 defense or claim based upon the principles of waiver, res
21 judicata, collateral estoppel, issue preclusion, claim-splitting,
22 or other defenses based upon any contention that the claims
23 raised by the United States in the subsequent proceeding were or
24 should have been brought in the instant case; provided, however,
25 that nothing in this Paragraph affects the enforceability of the
26

covenants not to sue set forth in Section VII (Covenants Not to Sue by Plaintiffs).

X. NOTICES AND SUBMISSIONS

18. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: 90-11-2-849

As to EPA:

James C. Hansen, Section Chief
U.S. Environmental Protection Agency, Region IX, H-6-3
75 Hawthorne Street
San Francisco, CA 94105

As to Settling Defendants:

Lawrence S. Bazel, Esq.
Beveridge & Diamond
One Sansome Street, Suite 3400
San Francisco, California 94104
For CTS Printex, Inc.

Consent Decree

U.S. v. CTS Printex

1 Nancy J. Casale, Esq.
2 Cooper, White & Cooper
3 1333 N. California Boulevard, Suite 450
4 Walnut Creek, California 94596
5 For ADN Corporation

6 **XI. RETENTION OF JURISDICTION**

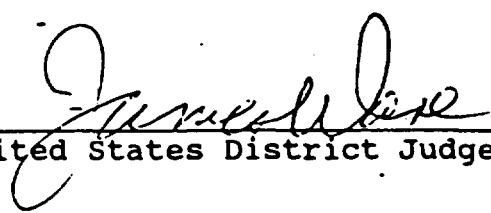
7 19. This Court shall retain jurisdiction of this matter
8 for the purpose of enforcing the terms of this Consent Decree.

9 **XIII. SIGNATORIES/SERVICE**

10 20. Each undersigned representative of a Settling Defendant
11 to this Consent Decree and the Assistant Attorney General for the
12 Environment and Natural Resources Division of the United States
13 Department of Justice certifies that he or she is fully
14 authorized to enter into the terms and conditions of this Consent
15 Decree and to execute and legally bind such party to this
16 document.

17 21. Each Settling Defendant shall identify, on the attached
18 signature page, the name and address of an agent who is
19 authorized to accept service of process by mail on behalf of that
20 party with respect to all matters arising under or relating to
21 this Consent Decree.

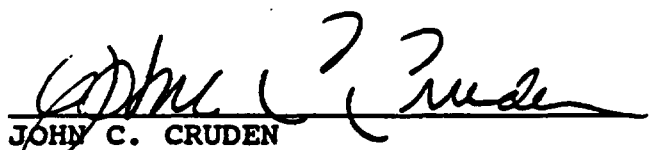
22 SO ORDERED THIS 20th DAY OF May, 19__.

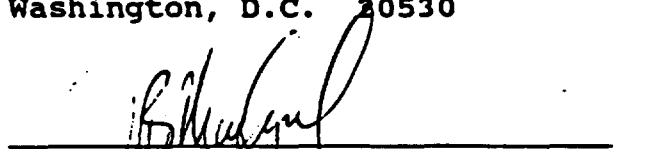
23
24 
25 United States District Judge
26

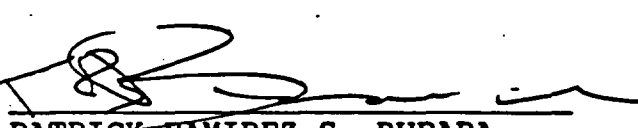
1 The undersigned enter into this Consent Decree on behalf of
2 the United States in the matter of United States v. CTS Printex,
3 Inc. et al., No. C-92-20665-JW (N.D. Cal.) relating to the CTS
4 Printex Superfund Site.

5 FOR THE UNITED STATES OF AMERICA

6 Date: May 2, 1994


7 
8 JOHN C. CRUDEN
9 Chief,
10 Environmental Enforcement Section
11 Environment and Natural Resources
12 Division
13 U.S. Department of Justice
14 Washington, D.C. 20530

15 
16 JAMES N. MacAYEAL
17 Trial Attorney
18 Environmental Enforcement Section
19 Environment and Natural Resources
20 Division
21 U.S. Department of Justice
22 P.O. Box 7611
23 Ben Franklin Station
24 Washington, DC 20044-7611

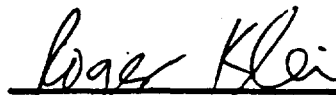
25 
26 PATRICK RAMIREZ S. BUPARA
27 Assistant United States Attorney
28 Northern District of California
450 Golden Gate Ave.
San Francisco, CA 94102

Consent Decree
U.S. v. CTS Printex

1
2
3 Date: 5-16-94


Regional Administrator
Region IX
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco CA 94105

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8 Date: 5-12-94

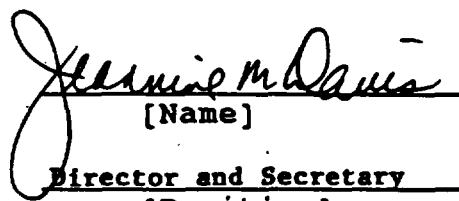

ROGER KLEIN
Assistant Regional Counsel
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco CA 94105

1 Defendant CTS Printex, Inc. enters into this Consent Decree,
2 and the undersigned represents that he or she has authority to
3 enter into this Consent Decree of behalf of Defendant CTS
4 Printex, Inc., in the matter of United States v. CTS Printex,
5 Inc. et al., No. C-92-20665-JW (N.D. Cal.) relating to the CTS
6 Printex Superfund Site.

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FOR DEFENDANT CTS
PRINTEX, INC.

Date: April 12, 1994



[Name]
Director and Secretary
[Position]

1 Defendant ADN Corporation enters into this Consent Decree,
2 and the undersigned represents that he or she has authority to
3 enter into this Consent Decree of behalf of Defendant ADN
4 Corporation, in the matter of United States v. CTS Printex, Inc.
5 et al., No. C-92-20665-JW (N.D. Cal.) relating to the CTS Printex
6 Superfund Site.

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FOR DEFENDANT ADN
CORPORATION

Date: 4-18-94


[Name]
EXECUTIVE VICE PRESIDENT
AND CHIEF OPERATING OFFICER
[Position]